

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON
AT SEATTLE

SAVIBANK,

Plaintiff,

v.

M/Y FREQUENSEA, Official Number
1098950, her mast, bowsprit, boat, anchors,
cables, chains, rigging, tackle, apparel,
furniture, and appurtenances, in rem, and
MICHAEL R. PRICE, in personam,

Defendants.

IN ADMIRALTY

CASE NO. 2:23-cv-00966-JHC

ORDER GRANTING PLAINTIFF’S
MOTION TO APPOINT SUBSTITUTE
CUSTODIAN

Before the Court is Plaintiff Savibank’s “Motion to Appoint Substitute Custodian and for Authorization for Movement of Defendant Vessel.” Dkt. # 11. This is Plaintiff’s second motion to appoint a substitute custodian. *See* Dkt. ## 9–10. The Court has considered the motion, the submissions in support of the motion, the balance of the case file, and the applicable law. Being fully advised, the Court FINDS as follows:

1. Defendant’s vessel, FREQUENSEA, No. 1098950, has been or will be arrested by the U.S. Marshal.

2. According to Plaintiff’s motion, the vessel is currently moored at the Port of Everett Marina. If after arrest it becomes necessary to move the vessel for safekeeping while in

1 the custody of the proposed custodian, the proposed custodian will move the vessel to Marine
2 Lenders Services, LLC's gated facility at 5350 30th Ave, NW, Seattle, WA 98107. Marine
3 Lenders Services, LLC through Buck Fowler, Jr. has declared it will safely keep the property for
4 the duration of its appointment as substitute custodian.

5 3. The fees and expenses to be charged by the custodian for moorage will be less
6 than the cost of leaving the property in the custody of the marshal.

7 4. The proposed custodian has declared that they have no interest in the outcome of
8 the action in which the property is or will be under arrest.

9 5. The property will not be moved and no person except the appointed substitute
10 custodian will be allowed to enter on the property except as necessary to transfer the property to
11 the facilities of the substitute custodian for safekeeping and except as necessary to adequately
12 safekeep and protect the property, except as may be expressly ordered by the Court.

13 6. Normal loading and/or discharge cargo operations, normal repairs, and/or
14 movement of the vessel to safe anchorage within the District, if necessary, will be permitted, as
15 ordered by the Court.

16 7. Plaintiff has provided evidence that it has obtained the insurance coverage
17 required by the applicable Local Admiralty Rules.

18 8. Plaintiff agrees to release the United States and the marshal from any and all
19 liability and responsibility arising out of the care and custody of the property, from the time the
20 marshal transfers possession of the property to the substitute custodian until the property is
21 released or sold, and agrees to hold harmless and indemnify the United States and the marshal
22 from any and all claims whatsoever arising out of the substitute custodian's possession and
23 safekeeping.
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